



State of Wisconsin  
2013 - 2014 LEGISLATURE



LRBa0693/P1

PJK&PJH:eev&sac:jm

*stays minimum*

**PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION**

**SENATE AMENDMENT ,  
TO SENATE AMENDMENT 1,  
TO SENATE BILL 179**

*today*

1 At the locations indicated, amend the amendment as follows:

2 **1.** Page 2, line 10: after that line insert:

3 **“SECTION 13b.** 704.14 of the statutes is created to read:

4 **704.14 Notice of domestic abuse protections.** A residential rental  
5 agreement shall include the following notice in the agreement or in an addendum to  
6 the agreement:

7 **NOTICE OF DOMESTIC ABUSE PROTECTIONS**

8 **(1)** A tenant who is a victim of domestic abuse, sexual assault, or stalking has  
9 the protections provided in section 106.50 (5m) (d) of the Wisconsin statutes and  
10 cannot be evicted on the basis of any of the following:

(a) Conduct that is related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant, including a person who was another tenant.

(b) Conduct that is related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant if either of the following applies:

1. The tenant has sought an injunction barring the person from the premises.

2. The tenant provides a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant does not subsequently invite the person to be a guest of the tenant.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.”.

**2.** Page 2, line 11: delete “SECTION” and substitute “SECTION”.

**3.** Page 3, line 20: after “704.16” insert “. A rental agreement that allows for the termination of a tenant’s tenancy for a crime committed in relation to the rental property must include the notice required under s. 704.14 not to be void and unenforceable under this subsection”.

**4.** Page 4, line 6: after that line insert:

“9m. Page 12, line 17: after that line insert:

“SECTION 22m. 799.12 (3) of the statutes is amended to read:

*in order for the rental agreement*

799.12 (3) If authorized by court rule under sub. (2), service may be made by mail by leaving the original and necessary copies of the summons with the clerk of court, together with the fee prescribed in s. 814.62 (4). The court ~~may by rule~~ shall require the use of certified mail with return receipt requested, ~~in which event~~ for all eviction cases for which service by mail is authorized under sub. (2), and for all other cases may by rule require the use of certified mail with return receipt requested. Whenever the use of certified mail is required, the additional fee prescribed in s. 814.62 (4) shall be paid for each defendant. The clerk shall mail a copy to each defendant at the last-known address as specified in the summons. Service of the summons is considered completed when it is mailed, unless the envelope enclosing the summons has been returned unopened to the clerk prior to the return date. All mailing of summonses shall be done in envelopes upon which the clerk's return address appears, with a request to return to that address. Service by mail to obtain a personal judgment shall be limited to the county where the action is commenced.".

**5.** Page 5, line 22: after that line insert:

“23m. Page 20, line 22: after that line insert:

“(7) NOTICE OF PROTECTIONS IN RENTAL AGREEMENTS. The treatment of section 704.14 of the statutes first applies to rental agreements that are entered into or renewed on the first day of the 7th month beginning after publication.”.

(END)

effective date of this subsection

STATE OF WISCONSIN - LEGISLATIVE REFERENCE BUREAU

LRB

Research (608-266-0341)

Library (608-266-7040)

Legal (608-266-3561)

LRB

7-17 for Sen. Lase

Sen amdt to Sen amdt 1

a0693 / P2 ① change voted language  
to P3

add a0682/3 with the ~~struck~~  
struck language  
out

me (PSK)

Rob Kovach

Eric (EUM)

**Kahler, Pam**

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**From:** Kovach, Robert  
**Sent:** Wednesday, July 17, 2013 11:58 AM  
**To:** Harriman, Amy; Kahler, Pam  
**Subject:** FW: Draft review: LRB a0693/P1 Topic: Notice of domestic abuse protections and certified mail  
**Attachments:** 13a0693/P1.pdf

This is the version that doesn't have Debbie's clarified disclosure:

Hi Rob,

We have worked up proposed compromise language which tries to state things in a manner that a tenant might understand without misstating the law or causing confusion. The disclosure concludes with the disclaimer that the actual statutes control and that the disclosure is only a summary. It was not made shorter (which can easily be done) with the thought that all concerned may not be satisfied unless some of the detail is spelled out.

704.14 of the statutes is created to read:

**704.14 Notice of domestic abuse protections.** A residential rental agreement shall include the following notice in the agreement or in an addendum to the agreement:

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

**(1)** As provided in section 106.50(5m)(dm) of the Wisconsin statutes, a tenant may be able to stop an eviction action if the tenant can prove that the landlord knew (or should have known) that the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction was based on conduct related to domestic abuse, sexual assault, or stalking committed by a person who either:

(a) Was not the tenant's invited guest; or

(b) Was the tenant's invited guest but the tenant has either:

1. Sought an injunction barring the person from the premises; or

2. Provided a written statement to the landlord stating that the person will no longer be the tenant's invited guest and the tenant does not subsequently invite the person to be the tenant's guest.

**(2)** A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

Tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes shall govern in all instances.

Debbi

When I meet with Pam today, I will have her change the disclosure to read like Debbi's above. This retains the enforcement mechanism that Tony agreed to.

**Rob Kovach**

Policy Advisor/Committee Clerk  
Office of Senator Frank Lasee  
(608) 266-3512

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**From:** LRB.Legal  
**Sent:** Monday, July 01, 2013 4:28 PM  
**To:** Sen.Lasee  
**Subject:** Draft review: LRB a0693/P1 Topic: Notice of domestic abuse protections and certified mail

**Following is the PDF version of draft LRB a0693/P1.**

LRBa0682/3  
EVM:jld:jf



State of Wisconsin  
2013 - 2014 LEGISLATURE



LRBa0693/P2

PJK&PJH:eev&sac:rs

PJK/PJH/EVM

r m i n

eev&sac

TODAY

**PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION**

**SENATE AMENDMENT ,  
TO SENATE AMENDMENT 1,  
TO SENATE BILL 179**

Thurs.

Insert 1-1

1 At the locations indicated, amend the amendment as follows:

2 **1.** Page 2, line 10: after that line insert:

3 **“SECTION 13b.** 704.14 of the statutes is created to read:

4 **704.14 Notice of domestic abuse protections.** A residential rental  
5 agreement shall include the following notice in the agreement or in an addendum to  
6 the agreement:

**NOTICE OF DOMESTIC ABUSE PROTECTIONS**

8 (1) A tenant who is a victim of domestic abuse, sexual assault, or stalking has  
9 the protections provided in section 106.50 (5m) (d) of the Wisconsin statutes and  
10 cannot be evicted on the basis of any of the following:



(a) Conduct that is related to the commission of domestic abuse, sexual assault, or stalking by a person who was not the invited guest of the tenant, including a person who was another tenant.

(b) Conduct that is related to the commission of domestic abuse, sexual assault, or stalking by a person who was the invited guest of the tenant if either of the following applies:

1. The tenant has sought an injunction barring the person from the premises.

2. The tenant provides a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant does not subsequently invite the person to be a guest of the tenant.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.”

2. Page 2, line 11: delete “SECTION” and substitute “SECTION”.

3. Page 3, line 20: after “704.16” insert “. A rental agreement that allows for the termination of a tenant’s tenancy for a crime committed in relation to the rental property must include the notice required under s. 704.14 in order for the rental agreement not to be void and unenforceable under this subsection”.

4. Page 4, line 6: after that line insert:

“9m. Page 12, line 17: after that line insert:

“SECTION 22m. 799.12 (3) of the statutes is amended to read:

1           799.12 (3) If authorized by court rule under sub. (2), service may be made by  
2 mail by leaving the original and necessary copies of the summons with the clerk of  
3 court, together with the fee prescribed in s. 814.62 (4). The court ~~may by rule~~ shall  
4 require the use of certified mail with return receipt requested, ~~in which event~~ for all  
5 eviction cases for which service by mail is authorized under sub. (2), and for all other  
6 cases may by rule require the use of certified mail with return receipt requested.  
7 Whenever the use of certified mail is required, the additional fee prescribed in s.  
8 814.62 (4) shall be paid for each defendant. The clerk shall mail a copy to each  
9 defendant at the last-known address as specified in the summons. Service of the  
10 summons is considered completed when it is mailed, unless the envelope enclosing  
11 the summons has been returned unopened to the clerk prior to the return date. All  
12 mailing of summonses shall be done in envelopes upon which the clerk's return  
13 address appears, with a request to return to that address. Service by mail to obtain  
14 a personal judgment shall be limited to the county where the action is commenced.”.”.

15           **5.** Page 5, line 22: after that line insert:

16           “23m. Page 20, line 22: after that line insert:

17           “(7) NOTICE OF PROTECTIONS IN RENTAL AGREEMENTS. The treatment of section  
18 704.14 of the statutes first applies to rental agreements that are entered into or  
19 renewed on the effective date of this subsection.”.”.

20           (END)



State of Wisconsin  
2013 - 2014 LEGISLATURE



LRBa0710/1  
PJK&EVM:kjf:rs

SENATE AMENDMENT ,  
TO SENATE BILL 179

*Insert 2-15 1002*

- 1 At the locations indicated, amend the bill as follows:
- 2 **1.** Page 6, line 13: after that line insert:
- 3 “c. The information is collected for the purpose of creating or maintaining a
- 4 landlord registry.”.
- 5 **2.** Page 10, line 16: after that line insert:
- 6 “**SECTION 13b.** 704.14 of the statutes is created to read:
- 7 **704.14 Notice of domestic abuse protections.** A residential rental
- 8 agreement shall include the following notice in the agreement or in an addendum to
- 9 the agreement:

10 **NOTICE OF DOMESTIC ABUSE PROTECTIONS**

- 11 (1) As provided in section 106.50 (5m) (d) of the Wisconsin Statutes, a tenant
- 12 may be able to stop an eviction action if the tenant can prove that the landlord knew,
- 13 or should have known, the tenant is a victim of domestic violence, sexual assault, or

*abuse*

Jvs 2-15 conto 2012

abuse

1 stalking and that the eviction action is based on conduct related to domestic violence,  
2 sexual assault, or stalking committed by either of the following:

3 (a) A person who was not the tenant's invited guest.

4 (b) A person who was the tenant's invited guest, but the tenant has done either  
5 of the following:

6 1. Sought an injunction barring the person from the premises.

7 2. Provided a written statement to the landlord stating that the person will no  
8 longer be an invited guest of the tenant and the tenant has not subsequently invited  
9 the person to be the tenant's guest.

10 (2) A tenant who is a victim of domestic violence, sexual assault, or stalking  
11 may have the right to terminate the rental agreement in certain limited situations,  
12 as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety  
13 concerns, the tenant should contact a local victim service provider or law  
14 enforcement agency.

15 (3) A tenant is advised that this notice is only a summary of the tenant's rights  
16 and the specific language of the statutes governs in all instances.”.

17 **3.** Page 11, line 14: delete that line.

18 **4.** Page 20, line 22: after that line insert:

19 “(7) NOTICE OF PROTECTIONS IN RENTAL AGREEMENTS. The treatment of section  
20 704.14 of the statutes first applies to rental agreements that are entered into or  
21 renewed on the effective date of this subsection.”.

22 (END) of insert 2-15



State of Wisconsin  
2013 - 2014 LEGISLATURE



LRBa0682/3  
EVM:jld:jf

SENATE AMENDMENT,  
TO SENATE BILL 179

1 At the locations indicated, amend the bill as follows:

2 1. Page 6, line 13: after that line insert:

3 "c. The information is solely information that will enable a person to contact  
4 the owner or, at the option of the owner, an agent of the owner (and no fee is charged  
5 to the landlord for collecting or maintaining the information." " " ←

6 (END of insert 1-1)

"In. Page 6, line 13: after that line insert:

per Brian Larson - Rob wants to keep (9) as is  
with one sentence; create (10) with

**Kahler, Pam**

**From:** Kovach, Robert  
**Sent:** Thursday, July 25, 2013 1:43 PM  
**To:** Kahler, Pam  
**Cc:** Larson, Brian; Matthias, Mary  
**Subject:** RE: Final amendment language drafts?

the language below

I think we need to remove the phrase "even if the tenant could not reasonably have prevented the crime" no matter what.

## **Rob Kovach**

Policy Advisor/Committee Clerk  
Office of Senator Frank Lasee  
(608) 266-3512

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**From:** Kahler, Pam  
**Sent:** Thursday, July 25, 2013 10:11 AM  
**To:** Kovach, Robert  
**Cc:** Larson, Brian; Matthias, Mary  
**Subject:** RE: Final amendment language drafts?

Hi, Rob:

Fern and I were brainstorming late yesterday afternoon and we have an idea, but I'm not sure how important it is to have references to ss. 106.50 (5m) (dm) and 704.16 in s. 704.44 (9) – those seem to be causing the problem and I'm not sure there is any good way to get around it. We were thinking that we could get rid of the first sentence in that provision (in SA 1) and just have the second sentence. So, if we follow the second sentence as it reads now, s. 704.44 (9) would say that a rental agreement is void and unenforceable if it allows a landlord to terminate a tenant's tenancy for a crime committed in relation to the rental property and the rental agreement does not include the notice required under s. 704.14. OR, we could amend s. 704.44 (9) as it reads now and say that a rental agreement is void and unenforceable if it allows a landlord to terminate the tenancy of a tenant if a crime is committed in or on the rental property, even if the tenant could not reasonably have prevented the crime, and the rental agreement does not include the notice required under s. 704.14. (I think we could remove the phrase, "even if the tenant could not reasonably have prevented the crime.") Let me know what you think.

Pam

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**From:** Kovach, Robert  
**Sent:** Tuesday, July 23, 2013 1:03 PM  
**To:** Kahler, Pam; Larson, Brian; Matthias, Mary  
**Subject:** FW: Final amendment language drafts?

I agree with Heiner & Ross' interpretation of this language. Do you all agree as well? Should we include this email in the drafting file to show our intent?

## **Rob Kovach**

Policy Advisor/Committee Clerk  
Office of Senator Frank Lasee  
(608) 266-3512

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**From:** h giese [<mailto:hgiese@ameritech.net>]

**Sent:** Tuesday, July 23, 2013 12:25 PM

**To:** Ross Kinzler; 'Tristan Pettit'; Kovach, Robert; David Friedman; Conrad, Debbi - Director of Legal Services; Jay Koritzinsky; Soper, John; [bob@thewelchgroup.org](mailto:bob@thewelchgroup.org); Murray, Joe - Director of Political and Governmental Affairs; Cori M. Lamont; Larson, Tom; Gary Goyke; Gary Goyke; [dandtrements@sbcglobal.net](mailto:dandtrements@sbcglobal.net); [cmokler@moklerproperties.com](mailto:cmokler@moklerproperties.com); [tim@trevalslaw.com](mailto:tim@trevalslaw.com); Amy Bliss; [brianschuk@wasselharveyschuk.com](mailto:brianschuk@wasselharveyschuk.com)

**Cc:** John Heinen ([jheine@milwaukee.gov](mailto:jheine@milwaukee.gov))

**Subject:** Re: Final amendment language drafts?

I agree with Ross that non-rent lease violations which do not involve a domestic violence victim are valid grounds for eviction.

If the tenant is not among the protected class of persons under 106.50 or 704.16 they have no right to argue that the lease is void.

--Heiner Giese

Atty Heiner Giese

1216 N. Prospect Ave.

Milwaukee, WI. 53202-3061

Tel. 414-276-7988 Fax: 414-276-8342

**From:** Ross Kinzler <[ross@housingalliance.us](mailto:ross@housingalliance.us)>

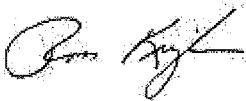
**To:** 'Tristan Pettit' <[TPettit@petriestocking.com](mailto:TPettit@petriestocking.com)>; "Kovach, Robert" <[Robert.Kovach@legis.wisconsin.gov](mailto:Robert.Kovach@legis.wisconsin.gov)>; David Friedman <[friedlaw@chorus.net](mailto:friedlaw@chorus.net)>; "Conrad, Debbi - Director of Legal Services" <[dconrad@wra.org](mailto:dconrad@wra.org)>; Jay Koritzinsky <[attyjdc@tds.net](mailto:attyjdc@tds.net)>; h giese <[hgiese@ameritech.net](mailto:hgiese@ameritech.net)>; "Soper, John" <[John.Soper@legis.wisconsin.gov](mailto:John.Soper@legis.wisconsin.gov)>; "[bob@thewelchgroup.org](mailto:bob@thewelchgroup.org)" <[bob@thewelchgroup.org](mailto:bob@thewelchgroup.org)>; "Murray, Joe - Director of Political and Governmental Affairs" <[jmurray@wra.org](mailto:jmurray@wra.org)>; Cori M. Lamont <[CoriL@wra.org](mailto:CoriL@wra.org)>; "Larson, Tom" <[tlarson@wra.org](mailto:tlarson@wra.org)>; Gary Goyke <[gary.goyke@gmail.com](mailto:gary.goyke@gmail.com)>; Gary Goyke <[gnregoyke@mailbag.com](mailto:gnregoyke@mailbag.com)>; "[dandtrements@sbcglobal.net](mailto:dandtrements@sbcglobal.net)" <[dandtrements@sbcglobal.net](mailto:dandtrements@sbcglobal.net)>; "[cmokler@moklerproperties.com](mailto:cmokler@moklerproperties.com)" <[cmokler@moklerproperties.com](mailto:cmokler@moklerproperties.com)>; "[tim@trevalslaw.com](mailto:tim@trevalslaw.com)" <[tim@trevalslaw.com](mailto:tim@trevalslaw.com)>; Amy Bliss <[amy@housingalliance.us](mailto:amy@housingalliance.us)>; "[brianschuk@wasselharveyschuk.com](mailto:brianschuk@wasselharveyschuk.com)" <[brianschuk@wasselharveyschuk.com](mailto:brianschuk@wasselharveyschuk.com)>

**Cc:** "John Heinen ([jheine@milwaukee.gov](mailto:jheine@milwaukee.gov))" <[jheine@milwaukee.gov](mailto:jheine@milwaukee.gov)>

**Sent:** Monday, July 22, 2013 3:59 PM

**Subject:** RE: Final amendment language drafts?

I don't think there is a problem because new 704.44(9) allows the tenant to void the lease if a provision of the lease permits the landlord to terminate a domestic violence victim contrary to 106.50 or 704.16. It is silent about other types of eviction clauses.



Ross Kinzler

Executive Director

Wisconsin Housing Alliance

608.255.3131 voice

608.255.5595 fax

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**From:** Tristan Pettit [<mailto:TPettit@petriestocking.com>]

**Sent:** Monday, July 22, 2013 2:36 PM

**To:** 'Kovach, Robert'; David Friedman; Conrad, Debbi - Director of Legal Services; Ross Kinzler; Jay Koritzinsky; h giese; Soper, John; [bob@thewelchgroup.org](mailto:bob@thewelchgroup.org); Murray, Joe - Director of Political and Governmental Affairs; Cori M. Lamont; Larson, Tom; Gary Goyke; Gary Goyke; [dandtrements@sbcglobal.net](mailto:dandtrements@sbcglobal.net); [cmokler@moklerproperties.com](mailto:cmokler@moklerproperties.com); [tim@trevalslaw.com](mailto:tim@trevalslaw.com); Amy Bliss; [brianschuk@wasselharveyschuk.com](mailto:brianschuk@wasselharveyschuk.com)

**Cc:** John Heinen ([jheine@milwaukee.gov](mailto:jheine@milwaukee.gov))  
**Subject:** RE: Final amendment language drafts?

Everyone --

A fellow attorney, John Heinen, who handles all of the evictions for the City of Milwaukee Housing Authority just brought something to my attention that concerns him with regard to Amendment 1, no. 6 which addressed 704.44(9).

Initially we removed 709.44(9) in SB 179. Then with Amendment No. 1 we modified 704.44(9) to read as follows:

*A residential rental agreement is void and unenforceable if it does any of the following:*

*"Allow the landlord to terminate the tenancy of a tenancy in a manner contrary to 106.50(5m) or 704.16."*

What John is concerned about and what he has expressed to the City Legal Affairs person is this:

He is afraid that tenant advocates will interpret the new 704.44(9) to limit the types of non-rent lease violations to only those detailed in 704.16.

If this would occur then essentially any lease provision that any landlord would include in his rental agreement that would allow the landlord to terminate tenancy for criminal activity, parties, drug dealing etc etc. would technically be contrary to 704.16 which is very limited in focus and which only allows a termination if all 3 requirements in 704.16 are met.

John realizes what 704.44(9) is supposed to mean but he is concerned that the way it is written will allow tenant advocates to argue any lease that sets forth anything beyond terminating tenancy or eviction for something aside from 106.50 and 704.16 would render the lease void.

So I throw this out there for those of you that revel in statutory analysis and construction to chew on.

Should we be concerned by this?

Thanks

T

**TRISTAN R. PETTIT**

ATTORNEY AT LAW



**PETRIE & STOCKING S.C.**

SUITE 1500

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VISIT MY LANDLORD-TENANT LAW BLOG at [www.LandlordTenantLawBlog.com](http://www.LandlordTenantLawBlog.com)

Attend the Next LANDLORD BOOT CAMP on October 26, 2013 - <http://www.landlordbootcamp2013.com/>



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**From:** Kovach, Robert [<mailto:Robert.Kovach@legis.wisconsin.gov>]

**Sent:** Friday, July 19, 2013 12:01 PM

**To:** David Friedman; Conrad, Debbi - Director of Legal Services; Ross Kinzler; Jay Koritzinsky; Tristan Pettit; h giese; Soper, John; [bob@thewelchgroup.org](mailto:bob@thewelchgroup.org); Murray, Joe - Director of Political and Governmental Affairs; Cori M. Lamont; Larson, Tom; Gary Goyke; Gary Goyke; [dandtrentals@sbcglobal.net](mailto:dandtrentals@sbcglobal.net); [cmokler@moklerproperties.com](mailto:cmokler@moklerproperties.com); [tim@trevalslaw.com](mailto:tim@trevalslaw.com); Amy Bliss; [brianschuk@wasselharveyschuk.com](mailto:brianschuk@wasselharveyschuk.com)

**Cc:** Kovach, Robert

**Subject:** Final amendment language drafts?

Dear Team;

Thanks for all of your work the last few weeks. Senator Lasee and Senator Olsen met about concerns he had and the attached amendment drafts address his concerns. With these amendments we will have Senator Olsen's support and will be voting the package out of committee next week. It's possible that we might be passing the bill in committee on Wednesday.

Please let me know by Monday if there are any problems in the language.

Here is what we have in these versions of the draft:

13a0693:

- A provision that will allow municipal landlord registries, including fees to maintain the data. We do however limit the information to be "solely information that will enable a person to contact the owner or, at the option of the owner, an agent of the owner." This should eliminate provisions that would require multiple telephone numbers that are local to a certain city, or other onerous requirements. It would also make it easier to challenge municipal fines or fees that required information other than information that do not serve to enable a person to contact the owner or owner's agent.
- We include the DV language that Debbie provided last week. That language had positive feedback and addresses the concerns that we may inadvertently be changing the protections in 106.50 or 704.16.
- We require certified mail for the new optional service by mail provision. This is unchanged from previous amendment drafts.

13a0693

- We get more specific about the rulemaking requirements in conjunction with the towing provisions.
  - We require DOT to promulgate rules for the duties of a towing operator to report the tow to law enforcement when removing a vehicle under the bill.
  - We require DOT to promulgate rules to better define what properly posted is.
- Senator Olsen and the WMCA wanted to ensure these provisions were well defined to ensure people whose cars are removed would be able to easily locate their vehicles. The WMCA wanted to ensure that the towing operators would not be subject to additional risk of liability. We believe that the rulemaking will satisfy those needs.

We drafted the amendments as Amendments to SA1 and SA2. The assembly already passed the same versions of those amendments as AA1 and AA9. By doing it this way, it shows the Assembly that we kept the changes they brought forward in their amendments but added the changes that we are bringing forward in 0693 and 0712.

These are the compromises that are needed and agreed upon to get the bill to pass its committee vote. I did the best I could to keep as much of the original bill intact, and I think we have a good bill.

Let me know as soon as possible if I have created any problems that are unworkable in these amendments.

Thanks again to all of you!

**Rob Kovach**

Policy Advisor/Committee Clerk  
Office of Senator Frank Lasee  
(608) 266-3512

## Kahler, Pam

---

**From:** Kovach, Robert  
**Sent:** Monday, July 22, 2013 3:18 PM  
**To:** Larson, Brian; Kahler, Pam  
**Cc:** Rinehart, Mark W - DOJ  
**Subject:** FW: Final amendment language drafts?  
**Attachments:** 13a0693\_P3.pdf

Dear Brian and Pam;

Not having any law training myself, I wanted each of you to look over the question below.

After I look at all the language together, I see what Tristan is saying. He's saying that if I was a landlord, and I have a lease provision that allows me to evict tenants who, let's say, manufacture crystal meth. Because 106.50 and 704.16 do not discuss such evictions that relate to crystal meth, that would make the lease "contrary" to 106.50 and 704.16. However, I also believe that with the new language in the amendment to the amendment, that as long as I included the disclosure that we create in 704.14 then the agreement would not be void and unenforceable.

Of course the intent is that only leases that have provisions that allow for evictions that violate 106.50 and 704.16 should be void and unenforceable, and only leases that allow for eviction for crimes committed in relation to the rental property need to have the disclosure we create in 704.14 to ensure that it is clear that evictions won't include victims protected under 106.50 and 704.16.

I'm also cc'ing Mark from DOJ on this email string. I want him to weigh in on this as well.

## Rob Kovach

Policy Advisor/Committee Clerk  
Office of Senator Frank Lasee  
(608) 266-3512

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**From:** Tristan Pettit [mailto:TPettit@petriestocking.com]  
**Sent:** Monday, July 22, 2013 2:36 PM  
**To:** Kovach, Robert; David Friedman; Conrad, Debbi - Director of Legal Services; Ross Kinzler; Jay Koritzinsky; h giese; Soper, John; bob@thewelchgroup.org; Murray, Joe - Director of Political and Governmental Affairs; Cori M. Lamont; Larson, Tom; Gary Goyke; Gary Goyke; dandtrrentals@sbcglobal.net; cmokler@moklerproperties.com; tim@trevalslaw.com; Amy Bliss; brianschuk@wasselharveyschuk.com  
**Cc:** John Heinen (jheine@milwaukee.gov)  
**Subject:** RE: Final amendment language drafts?

Everyone --

A fellow attorney, John Heinen, who handles all of the evictions for the City of Milwaukee Housing Authority just brought something to my attention that concerns him with regard to Amendment 1, no. 6 which addressed 704.44(9).

Initially we removed 709.44(9) in SB 179. Then with Amendment No. 1 we modified 704.44(9) to read as follows:

*A residential rental agreement is void and unenforceable if it does any of the following:*

*"Allow the landlord to terminate the tenancy of a tenancy in a manner contrary to 106.50(5m) or 704.16."*



State of Wisconsin  
2013 - 2014 LEGISLATURE



LRBa0693/PJ  
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**PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION**  
**SENATE AMENDMENT ,**  
**TO SENATE AMENDMENT 1,**  
**TO SENATE BILL 179**

*Friday, please*

1 At the locations indicated, amend the amendment as follows:

2 **1.** Page 1, line 3: after that line insert:

3 "1m. Page 6, line 13: after that line insert:

4 "c. The information is solely information that will enable a person to contact  
5 the owner or, at the option of the owner, an agent of the owner."."

6 **2.** Page 2, line 10: after that line insert:

7 ""SECTION 13b. 704.14 of the statutes is created to read:

8 **704.14 Notice of domestic abuse protections.** A residential rental  
9 agreement shall include the following notice in the agreement or in an addendum to  
10 the agreement:

11 **NOTICE OF DOMESTIC ABUSE PROTECTIONS**

(1) As provided in section 106.50 (5m) (d) of the Wisconsin statutes, a tenant may be able to stop an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:

(a) A person who was not the tenant's invited guest.

(b) A person who was the tenant's invited guest, but the tenant has done either of the following:

1. Sought an injunction barring the person from the premises.

2. Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

(2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.

(3) A tenant is advised that this notice is only a summary of the tenant's rights and the specific language of the statutes governs in all instances.”.

3. Page 2, line 11: delete “SECTION” and substitute “SECTION”.

4. Page 3, line 20: after “704.16” insert “. A rental agreement that allows for the termination of a tenant's tenancy for a crime committed in relation to the rental property must include the notice required under s. 704.14 in order for the rental agreement not to be void and unenforceable under this subsection”.

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**2013-2014 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRBa0693/P4ins  
PJK:.....

**INSERT 2-24**

1       **1.** Page 3, line 20: delete “704.16.” and substitute “704.16, regardless of  
2       whether the rental agreement includes the notice required under s. 704.14.” ✓

3       **2.** Page 3, line 20: after that line insert:

4       “**SECTION 18f.** 704.44 (10) of the statutes is created to read:

5       704.44 (10) Allows the landlord to terminate the tenancy of a tenant for a crime  
6       committed in relation to the rental property and the rental agreement does not  
7       include the notice required under s. 704.14.”. ✓

(END OF INSERT 2-24)

**INSERT 3-17**

8       **3.** Page 5, line 7: after “704.44 (9)” insert “and (10)”.

(END OF INSERT 3-17)



State of Wisconsin  
2013 - 2014 LEGISLATURE



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~~PRELIMINARY DRAFT - NOT READY FOR INTRODUCTION~~

SENATE AMENDMENT ,  
TO SENATE AMENDMENT 1,  
TO SENATE BILL 179

(in 7-26)  
SDON

1 At the locations indicated, amend the amendment as follows:

2 **1.** Page 1, line 3: after that line insert:

3 "1m. Page 6, line 13: after that line insert:

4 "c. The information is solely information that will enable a person to contact  
5 the owner or, at the option of the owner, an agent of the owner."."

6 **2.** Page 2, line 10: after that line insert:

7 ""SECTION 13b. 704.14 of the statutes is created to read:

8 **704.14 Notice of domestic abuse protections.** A residential rental  
9 agreement shall include the following notice in the agreement or in an addendum to  
10 the agreement:

11 **NOTICE OF DOMESTIC ABUSE PROTECTIONS**



1           (1) As provided in section 106.50 (5m) (d) of the Wisconsin statutes, a tenant  
2 may be able to stop an eviction action if the tenant can prove that the landlord knew,  
3 or should have known, the tenant is a victim of domestic abuse, sexual assault, or  
4 stalking and that the eviction action is based on conduct related to domestic abuse,  
5 sexual assault, or stalking committed by either of the following:

6           (a) A person who was not the tenant's invited guest.

7           (b) A person who was the tenant's invited guest, but the tenant has done either  
8 of the following:

9           1. Sought an injunction barring the person from the premises.

10          2. Provided a written statement to the landlord stating that the person will no  
11 longer be an invited guest of the tenant and the tenant has not subsequently invited  
12 the person to be the tenant's guest.

13          (2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may  
14 have the right to terminate the rental agreement in certain limited situations, as  
15 provided in section 704.16 of the Wisconsin statutes. If the tenant has safety  
16 concerns, the tenant should contact a local victim service provider or law  
17 enforcement agency.

18          (3) A tenant is advised that this notice is only a summary of the tenant's rights  
19 and the specific language of the statutes governs in all instances.”.

20          **3.** Page 2, line 11: delete ““SECTION” and substitute “SECTION”.

21          **4.** Page 3, line 20: delete “704.16.” and substitute “704.16, regardless of  
22 whether the rental agreement includes the notice required under s. 704.14.”.

23          **5.** Page 3, line 20: after that line insert:

24          “SECTION 18f. 704.44 (10) of the statutes is created to read:

1           704.44 (10) Allows the landlord to terminate the tenancy of a tenant for a crime  
2           committed in relation to the rental property and the rental agreement does not  
3           include the notice required under s. 704.14.”.”.

4           **6.** Page 4, line 6: after that line insert:

5           “9m. Page 12, line 17: after that line insert:

6           “**SECTION 22m.** 799.12 (3) of the statutes is amended to read:

7           799.12 (3) If authorized by court rule under sub. (2), service may be made by  
8           mail by leaving the original and necessary copies of the summons with the clerk of  
9           court, together with the fee prescribed in s. 814.62 (4). The court ~~may by rule~~ shall  
10          require the use of certified mail with return receipt requested, ~~in which event~~ for all  
11          eviction cases for which service by mail is authorized under sub. (2), and for all other  
12          cases may by rule require the use of certified mail with return receipt requested.  
13          Whenever the use of certified mail is required, the additional fee prescribed in s.  
14          814.62 (4) shall be paid for each defendant. The clerk shall mail a copy to each  
15          defendant at the last-known address as specified in the summons. Service of the  
16          summons is considered completed when it is mailed, unless the envelope enclosing  
17          the summons has been returned unopened to the clerk prior to the return date. All  
18          mailing of summonses shall be done in envelopes upon which the clerk’s return  
19          address appears, with a request to return to that address. Service by mail to obtain  
20          a personal judgment shall be limited to the county where the action is commenced.”.”.

21          **7.** Page 5, line 7: after “704.44 (9)” insert “and (10)”.

22          **8.** Page 5, line 22: after that line insert:

23          “23m. Page 20, line 22: after that line insert:

“(7) NOTICE OF PROTECTIONS IN RENTAL AGREEMENTS. The treatment of section 704.14 of the statutes first applies to rental agreements that are entered into or renewed on the effective date of this subsection.”.

**(END)**